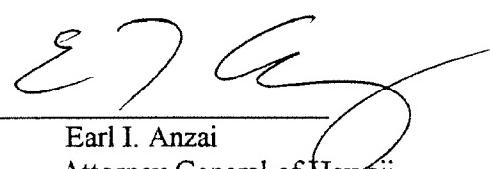


Settlement Agreement between Plaintiff States and SST Corporation.

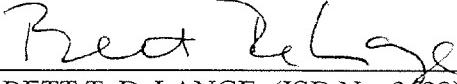
ATTORNEY GENERAL EARL I. ANZAI
ATTORNEY GENERAL OF HAWAII

By: 

Name Earl I. Anzai
Title Attorney General of Hawaii
Address 425 Queen Street
Honolulu, Hawaii 96813
Phone: (808) 586-1500

Settlement Agreement between Plaintiff States and SST Corporation

ALAN G. LANCE
ATTORNEY GENERAL
STATE OF IDAHO


Brett T. DeLange
BRETT T. DELANGE (ISB No. 3628)

Deputy Attorney General
Consumer Protection Unit
Office of the Attorney General
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650 W. State St., Lower Level
P. O. Box 83720
Boise, Idaho 83720-0010
Telephone: (208) 334-2424
FAX: (208) 334-2830
bdelange@ag.state.id.us

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL JIM RYAN
ATTORNEY GENERAL OF THE STATE OF ILLINOIS

By: Christine H. Rosso

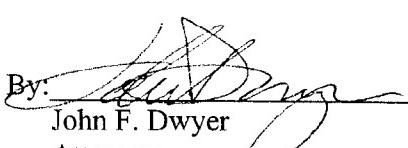
Christine H. Rosso
Chief, Public Interest Division
100 W. Randolph Street, 13th Floor
Chicago, Illinois 60601
312-814-5610

Settlement agreement between plaintiff states and SST Corporation.


Stephen Carter
Stephen Carter
Attorney General of Indiana

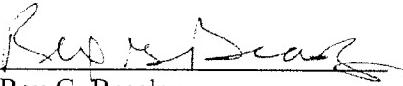
Settlement Agreement between Plaintiff States
and SST Corporation.

ATTORNEY GENERAL THOMAS J. MILLER
ATTORNEY GENERAL OF IOWA

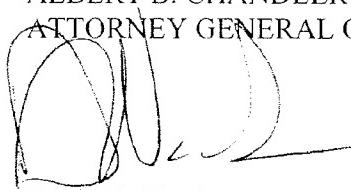
By: 
John F. Dwyer
Attorney
Iowa Dept. of Justice
310 Maple Street
Des Moines, Iowa 50319
Tel: (515) 281-8414

Settlement Agreement between Plaintiff States and SST Corporation.

OFFICE OF THE ATTORNEY GENERAL
CARLA J. STOVALL

By 
Rex G. Beasley
Assistant Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
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ALBERT B. CHANDLER III
ATTORNEY GENERAL OF KENTUCKY

A handwritten signature in black ink, appearing to read "ALBERT B. CHANDLER III".

David R. Vandeventer
Assistant Attorney General
1024 Capitol Center Drive
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RICHARD P. IEYOUN
ATTORNEY GENERAL

State of Louisiana
DEPARTMENT OF JUSTICE
PUBLIC PROTECTION DIVISION
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70825

ONE AMERICAN PLACE
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RICHARD P. IEYOUN
ATTORNEY GENERAL OF LOUISIANA

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Jane Bishop Johnson
Assistant Attorney General
Louisiana Department of Justice
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(225) 342 2754

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL G. STEVEN ROWE
ATTORNEY GENERAL OF MAINE

By: 
Francis Ackerman
Assistant Attorney General
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Augusta, Maine 04333
207/626-8800

Settlement Agreement between Plaintiff States and SST Corporation.

J. JOSEPH CURRAN, JR.
ATTORNEY GENERAL OF MARYLAND


Ellen S. Cooper
ELLEN S. COOPER
Chief, Antitrust Division

MEREDYTH SMITH ANDRUS
Assistant Attorney General
Office of the Attorney General
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410-576-6470

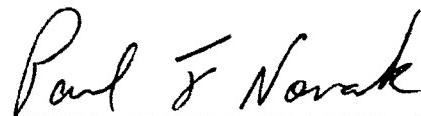
Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL THOMAS F. REILLY
COMMONWEALTH OF MASSACHUSETTS

By: Freda Fishman
Freda Fishman
Chief, Consumer Protection & Antitrust Division
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JENNIFER M. GRANHOLM
ATTORNEY GENERAL



Paul F. Novak
Assistant Attorney General
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Antitrust and Franchise Section
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(517) 373-7117

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL MIKE HATCH
ATTORNEY GENERAL OF MINNESOTA

By: Stephen F. Simon
STEPHEN F. SIMON
Assistant Attorney General
445 Minnesota Street, Suite 1200
St. Paul, MN 55101-2130
(651) 296-6468

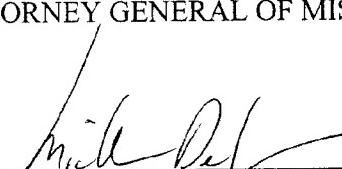
Settlement Agreement between Plaintiff States and SST Corp.

ATTORNEY GENERAL MIKE MOORE
ATTORNEY GENERAL OF MISSISSIPPI

By: T. Hunt Cole Jr.
T. Hunt Cole, Jr.
Special Assistant Attorney General
Civil Litigation Division
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Jackson, MS 39205
(601) 359-3680

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL JEREMIAH W. (JAY) NIXON
ATTORNEY GENERAL OF MISSOURI



Michael J. Delaney, #49597
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Wainwright State Office Building
111 North Seventh Street , Suite 204
St. Louis, MO 63101
PHO: (314) 340-6816

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL MIKE MCGRATH
ATTORNEY GENERAL OF MONTANA

By:


MIKE MCGRATH
Montana Attorney General
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Helena, MT 59620-1401
(406) 444-2026

Settlement Agreement between Plaintiff States and SST Corporation.

Attorney General Don Stenberg
Attorney General of the State of Nebraska



Dale A. Comer, NBA # 15365
Assistant Attorney General
Chief, Legal Services Section
Nebraska Department of Justice
2115 State Capitol
Lincoln, NE 68509
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Fax: (402) 471-3835

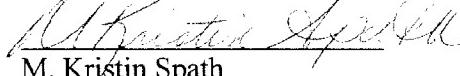
Settlement Agreement between Plaintiff States and SST Corporation.

FRANKIE SUE DEL PAPA
ATTORNEY GENERAL OF NEVADA

By: 
Jacqueline B. Rombardo
Senior Deputy Attorney General
Nevada Bar #6799
1000 E. William Street, Suite 209
Carson City, NV 89701-3117
Telephone: (775) 687-6300, Ext. 239

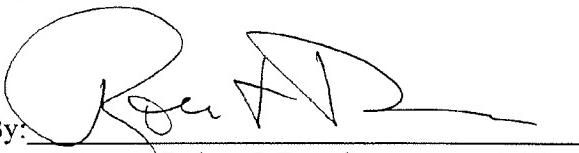
Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL PHILIP T. MC LAUGHLIN
ATTORNEY GENERAL NEW HAMPSHIRE

By: 
M. Kristin Spath
Senior Assistant Attorney General
33 Capitol Street
Concord, New Hampshire 03301
603-271-3643

Settlement Agreement between Plaintiff States and SST Corporation.

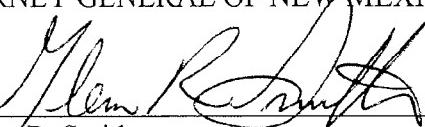
ATTORNEY GENERAL JOHN J. FARMER, JR.
ATTORNEY GENERAL OF THE STATE OF
NEW JERSEY

By: 
Robert J. Donaher

Name: Robert J. Donaher
Title: Deputy Attorney General
Address: CN 085, Trenton, NJ 08628
Phone: (609) 984-1034

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL PATRICIA A. MADRID
ATTORNEY GENERAL OF NEW MEXICO

By: 

Glenn R. Smith

Special Counsel to the Attorney General
6301 Indian School Rd. N.E., Suite 400
Albuquerque, New Mexico 87110
(505) 841-8098

Settlement Agreement between Plaintiff States and SST Corporation.

Date: December 21, 2000
New York, NY

ELIOT SPITZER
Attorney General of the
State of New York

HARRY FIRST
Chief, Antitrust Bureau

By:


ROBERT L. HUBBARD
Assistant Attorney General
Director of Litigation, Antitrust Bureau
120 Broadway
New York, NY 10271

Of Counsel

John A. Ioannou
Assistant Attorney General
Antitrust Bureau

Settlement Agreement between Plaintiff States and SST Corporation.

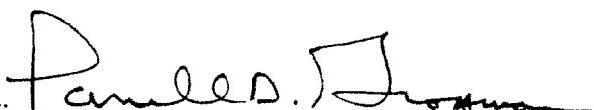
ROY COOPER
ATTORNEY GENERAL OF NORTH CAROLINA

By:

K. D. Sturgis
Assistant Attorney General
N.C. State Bar No. 9486
North Carolina Department of Justice
Post Office Box 629
Raleigh, NC 27602
Telephone: 919/716.6000

Settlement Agreement between Plaintiff States and SST Corporation.

STATE OF NORTH DAKOTA
WAYNE STENEHJEM
ATTORNEY GENERAL

By: 
Parrell D. Grossman, ID No. 04684

Assistant Attorney General
Director, Consumer Protection &
Antitrust Div.
Office of Attorney General
600 E Boulevard Ave Dept. 125
Bismarck, ND 58505-0040
(701) 328-2811

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL BETTY D. MONTGOMERY
ATTORNEY GENERAL OF OHIO

By: 
Mitchell L. Gentile
Principal Attorney
Doreen C. Johnson
Chief, Antitrust Section
140 E. Town St., 12th Floor
Columbus, OH 43215
Phone: 614-466-4328

Settlement Agreement between Plaintiff States and SST Corporation.

W.A. DREW EDMONDSON
ATTORNEY GENERAL OF OKLAHOMA

By: TAB
Thomas A. Bates
Assistant Attorney General
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, OK. 73105
405-522-1013

Settlement Agreement between Plaintiff States and SST Corporation.

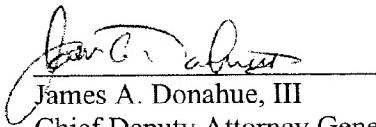
HARDY MYERS
ATTORNEY GENERAL OF OREGON

By: 
Name: Andrew E. Aubertine, OSB# 83013
Title : Assistant Attorney General
Address: Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
Phone: (503) 378-4732

Settlement Agreement between Plaintiff States and SST Corporation.

COMMONWEALTH OF PENNSYLVANIA

D. MICHAEL FISHER
ATTORNEY GENERAL

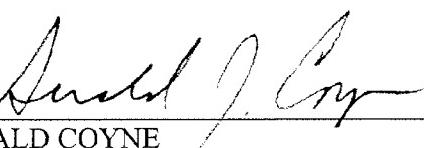
By: 
James A. Donahue, III
Chief Deputy Attorney General
Antitrust Section

Joseph S. Betsko
Tracy W. Wertz
Deputy Attorneys General
Antitrust Section
Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530

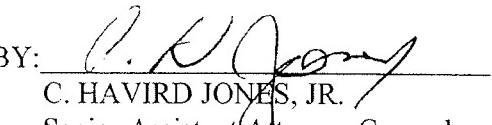
Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL SHELDON WHITEHOUSE
ATTORNEY GENERAL OF RHODE ISLAND

By:


GERALD COYNE
Deputy Attorney General
150 South Main Street, Providence, R.I. 02903
(401) 274-4400

CHARLIE CONDON
Attorney General of South Carolina

BY: 
C. HAVIRD JONES, JR.
Senior Assistant Attorney General

P. O. Box 11549
Columbia, SC 29211
(803) 734-3680

Settlement Agreement between Plaintiff States and SST
Corporation.

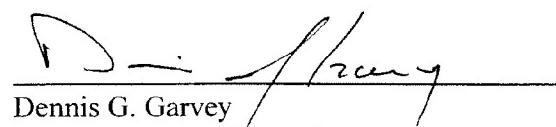
ATTORNEY GENERAL MARK BARNETT
ATTORNEY GENERAL OF SOUTH DAKOTA

By: 
Name: Jeffrey P. Hallem
Title: Assistant Attorney General
Address: Office of Attorney General
500 East Capitol Avenue
Pierre, SD 57501-5070
Telephone: (605) 773-3215

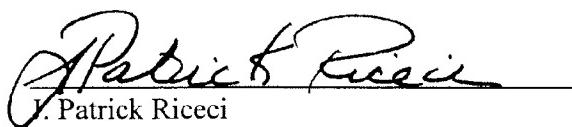
STATE OF TENNESSEE
PAUL G. SUMMERS
Attorney General and Reporter



Paul G. Summers



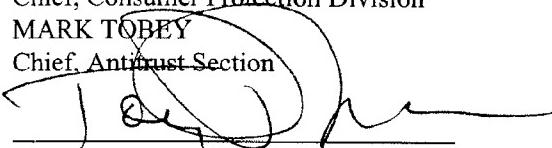
Dennis G. Garvey
Deputy Attorney General
Antitrust Division



J. Patrick Riceci
Assistant Attorney General
Antitrust Division
425 th Avenue North
Nashville, Tennessee 37243
(615) 741-3694

Settlement Agreement between Plaintiff States and SST Corporation

JOHN CORNYN
Attorney General of Texas
ANDY TAYLOR
First Assistant Attorney General
JEFFREY S. BOYD
Deputy Attorney General for Litigation
DAVID A. TALBOT, JR.
Chief, Consumer Protection Division
MARK TOBEY
Chief, Antitrust Section



JOHN T. PRUD'HOMME, JR.
Assistant Attorney General
300 W. 15th Street, 9th Floor
Austin, TX 78711
(512) 463-2185

Settlement Agreement between Plaintiff States and SST Corporation.

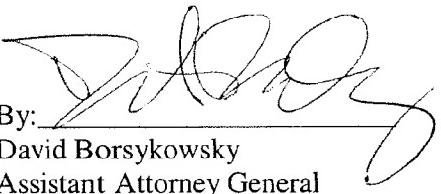
ATTORNEY GENERAL MARK L. SHURTLEFF
ATTORNEY GENERAL OF UTAH

By: Wayne Klein
Name Wayne Klein
Title Assistant Attorney General
Address 160 East 300 South, 5th Floor
Box 140872
Salt Lake City, UT 84114-0872
Phone (801) 366-0358

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL WILLIAM H. SORRELL
ATTORNEY GENERAL OF VERMONT

By:


David Borsukowsky
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier VT 05609-1001
802-828-1057

1-9-2001

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF STATES AND SST CORPORATION.

MARK L. EARLEY
Attorney General

BY:



ANNE MARIE CUSHMAC
Assistant Attorney General
Antitrust and Consumer Litigation Section
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
(804) 786-2116
(804) 786-0122 (fax)

Settlement Agreement between Plaintiff States and SST Corporation.

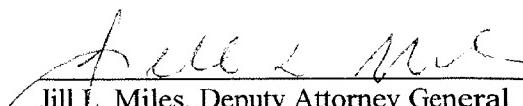
ATTORNEY GENERAL CHRISTINE O. GREGOIRE
ATTORNEY GENERAL OF WASHINGTON

By: 
Tina E. Kondo
Senior Assistant Attorney General
Chief, Antitrust Division
Marta Lowy
Assistant Attorney General
900 Fourth Avenue, Suite 2000
Seattle, WA 98164
(206) 464-6433

Settlement Agreement between Plaintiff States and SST Corporation

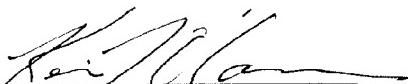
ATTORNEY GENERAL DARRELL V. McGRAW, JR.
ATTORNEY GENERAL OF WEST VIRGINIA

By:


Jill L. Miles, Deputy Attorney General
Office of the Attorney General of West Virginia
Consumer Protection/Antitrust Division
Post Office Box 1789
Charleston, West Virginia 25326-1789
(304) 558-8986

Settlement Agreement between Plaintiff States and SST Corporation.

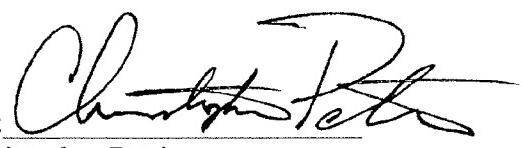
ATTORNEY GENERAL JAMES E. DOYLE
ATTORNEY GENERAL OF WISCONSIN

By: 
KEVIN J. O'CONNOR
Assistant Attorney General
P.O. Box 7857
123 West Washington Avenue,
Madison, WI 53707
(608) 266-8986

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL GAY WOODHOUSE
ATTORNEY GENERAL OF WYOMING

By:


Christopher Petrie
Assistant Attorney General
Wyoming Attorney General's Office
Consumer protection Unit
123 Capitol Building
Cheyenne, WY 82002
(307) 777-5838

ATTACHMENT 1

FINAL ESCROW AGREEMENT

THIS FINAL ESCROW AGREEMENT, dated as of January __, 2001 ("Final Escrow"), is entered into by the State of Ohio as liaison counsel, through its Attorney General, on behalf of the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming (herein referred to as "Plaintiff States"), Mylan Pharmaceuticals, Inc. ("Mylan"), SST Corporation ("SST") and Fifth Third Bank, as Escrow Agent hereunder ("Escrow Agent").

WHEREAS:

The Plaintiff States, the Federal Trade Commission, and defendants Mylan Laboratories Inc.,Gyma Laboratories of America, Inc.,Profarmaco S.r.l., and Cambrex Corp. have entered into a settlement agreement (the "Settlement") pursuant to which litigation by the Plaintiff States and the Federal Trade Commission against these defendants will be resolved, upon Court approval, and under which Mylan has paid pursuant to an interim escrow agreement ("Interim Escrow", attached hereto as exhibit A), c/o the Escrow Agent, \$28,217,983 into the Mylan Antitrust Action State Claims Account 28 28 002 6013106 (the "State Fund") and \$71,782,017 into the Mylan Antitrust Action Consumer Claims Account 2828 002 6013098 (the "Consumer Fund"), and Mylan has agreed to pay up to an additional \$8,000,000 to the Cost and Fee Account for fees and costs of litigation incurred by the Litigating Plaintiff States;

A settlement agreement (the "SST Settlement") has also been entered into between the Plaintiff States and defendant SST that provides that SST shall pay, c/o the Escrow Agent, at least \$500,000 as follows: \$108,750 into the SST Agency Account, \$266,250 into the SST Consumer Fund, and at least \$125,000, plus certain additional funds that may accrue to the Plaintiff States as a result of SST's settlement with the Plaintiff States and proposed settlements with private plaintiffs, into the SST Cost and Fee Account;

Plaintiff States have appointed the Attorney General of the State of Ohio as Liaison Counsel (as defined below) to represent them in connection with the litigation and the settlement thereof, and;

Counsel for the Plaintiff States, by and through the Plaintiff States' Liaison Counsel, agree to appoint Fifth Third Bank as the Escrow Agent, and Fifth Third Bank is willing to act as Escrow Agent hereunder in accordance with the terms and conditions of this Final Escrow. In order to administer the Escrow Funds (as defined below), the parties hereto have entered into this Final Escrow.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree to the foregoing and as follows:

1. **Definitions:**

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FEB 01 2001
NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

a. All capitalized terms used herein shall have the same meaning as provided for in the Settlement or SST Settlement, whichever is applicable, unless the capitalized term is expressly defined herein.

b. "Written Direction" shall mean a written notification, signed by the Plaintiff States' Representatives, in the form attached hereto as Exhibit B. Each Written Direction shall include a certification by the Plaintiff States' Representatives that the instructions in the notification are being made pursuant to the terms of the Settlements and this Final Escrow.

c. "Escrow Funds" shall mean (i) the funds deposited by Mylan with the Escrow Agent pursuant to the Interim Escrow including interest earned thereon (defined in the Interim Escrow therein as "Escrow Amounts"), (ii) funds deposited pursuant to this Final Escrow to the Cost and Fee Account, the SST Agency Account, the SST Consumer Fund, and the SST Cost and Fee Account, and (iii) any and all earnings and/or interest from investment of the Escrow Funds.

d. "Liaison Counsel for the Plaintiff States" or "Liaison Counsel" means the State of Ohio, through Betty D. Montgomery, Attorney General, or any other person or persons designated by her or any official successor.

e. "Plaintiff States' Representatives" shall mean Betty D. Montgomery, Attorney General of the State of Ohio, and J. Joseph Curran, Jr., Attorney General of the State of Maryland, or any other person or persons designated by them or any official successors.

f. "Settlements" shall mean the Settlement and the SST Settlement.

2. Appointment of and Acceptance by Escrow Agent. The Plaintiff States' Representatives hereby appoint Fifth Third Bank to serve as the Escrow Agent hereunder. Escrow Agent hereby accepts such appointment and agrees to hold, invest and disburse all Escrow Funds in accordance with this Final Escrow.

3. Distribution Accounts.

a. In addition to the State Fund and the Consumer Fund already established under the Interim Escrow, Escrow Agent shall separately establish the SST State Fund and the SST Consumer Fund (collectively, the "Accounts").

b. Escrow Agent shall establish two (2) segregated subaccounts within the State Fund: the Agency Account and the Cost and Fee Account. Mylan shall fund the Cost and Fee Account by wire transfer pursuant to the Final Order within five (5) business days following entry of the Final Order. Escrow Agent shall segregate the payment already made by Mylan to the State Fund pursuant to the Interim Escrow, including interest thereon, into the Agency Account. Escrow Agent shall continue to maintain the Consumer Fund separately. Escrow Agent shall also account separately for the interest earned upon the Cost and Fee Account, Agency Account, and the Consumer Fund.

c. SST shall fund by wire transfer the SST Consumer Fund within twenty (20) days after preliminary approval of the SST Settlement. Escrow Agent shall establish two (2) segregated subaccounts within the SST State Fund: the SST Agency Account and the SST Cost and Fee Account. SST shall fund by wire transfer the SST Agency Account within twenty (20) days after preliminary approval of the SST Settlement. SST shall wire transfer \$125,000 to the SST Cost and Fee Account within twenty (20) days after preliminary approval of the SST Settlement. Any additional funds accruing to the Plaintiff States

pursuant to SST's settlement with the Plaintiff States and proposed settlements with private plaintiffs shall be transferred to the SST Cost and Fee Account within twenty (20) days of such funds accruing to the Plaintiff States. Escrow Agent shall account separately for the interest earned upon the SST Cost and Fee Account, the SST Agency Account, and the SST Consumer Fund.

4. Disbursement of Escrow Funds.

a. The Escrow Agent shall disburse Escrow Funds solely as provided for herein or by order of the Court. At the Effective Date, as defined in the Mylan Settlement Agreement, which is incorporated herein as Exhibit D, the Plaintiff States and Mylan shall jointly instruct the Escrow Agent, in writing, that it may disburse funds from the Consumer Fund and State Fund pursuant to this Paragraph 4c, d and e. At the Effective Date, as defined in the SST Settlement Agreement, which is incorporated herein as Exhibit E, the Plaintiff States and SST shall jointly instruct the Escrow Agent, in writing, that it may disburse funds from the SST Consumer Fund and SST State Fund pursuant to this Paragraph 4c, d and e.

b. Escrow Agent shall pay from the Consumer Fund the costs and expenses associated with administering the Settlements, including, without limitation, costs and expenses for providing proper notice of the Settlements, expert or consulting fees, the processing and payment of claims, and the fees and expenses of the Escrow Agent; except those expenses incurred in writing checks and distribution of the Agency Account shall be paid from the Agency Account. Taxes and Tax Expenses shall be paid as provided for in Paragraph 8 below.

c. Escrow Agent shall distribute Escrow Funds for compensation to natural persons only from the Consumer Fund and the SST Consumer Fund. Escrow Agent shall distribute the Consumer Fund for compensation to natural persons upon Written Direction from Plaintiff States' Representatives. Escrow Agent shall distribute the SST Consumer Fund to natural persons upon Written Direction from Plaintiff States' Representatives. If requested by Plaintiff States' Representatives, and if approved by the Court, Escrow Agent shall distribute any residue and/or interest remaining in the Consumer Fund and/or the SST Consumer Fund to the Litigating Plaintiff States *forcy pres* distribution by their respective Attorneys General.

d. Escrow Agent shall distribute Escrow Funds for compensation to state agencies only from the Agency Account and the SST Agency Account. Escrow Agent shall distribute the Agency Account for compensation to state agencies upon Written Direction from Plaintiff States' Representatives. Escrow Agent shall distribute the SST Agency Account for compensation to state agencies upon Written Direction from Plaintiff States' Representatives.

e. Escrow Agent shall distribute Escrow Funds for reimbursement of attorney fees and costs incurred by Litigating Plaintiff States, and/or contribution to the NAAG Milk Fund, solely from the Cost and Fee Account and the SST Cost and Fee Account. Escrow Agent shall distribute the Cost and Fee Account for such reimbursement and/or contribution upon Written Direction from Plaintiff States' Representatives. Escrow Agent shall distribute the SST Cost and Fee Account for such reimbursement and/or contribution upon Written Direction from Plaintiff States' Representatives.

5. Cooperation with Other Parties. Escrow Agent shall, at the direction of the Plaintiff States' Representatives, cooperate with and provide all account and other necessary information to any company or person employed by the Plaintiff States to administer a consumer claims procedure, including any cooperation necessary for the issuance of consumer refund checks by such claims administrator.

6. Termination of Settlement Agreement. If the Settlement is not approved or is terminated, cancelled, voided or the Effective Date does not occur for any reason ("Terminating Event"), all Escrow Funds paid by Mylan (and interest thereon) shall be refunded to Mylan, reduced by the actual out-of-pocket costs and expenses incurred or committed in the administration of the Settlements to the date of the Terminating Event. In such case, refund shall occur within thirty (30) days of notification of the Terminating Event, in writing, from Mylan and the Plaintiff States' Representatives to the Escrow Agent. If the SST Settlement is not approved or is terminated, cancelled, voided or the Effective Date of the SST Settlement does not occur for any reason ("SST Terminating Event"), all Escrow Funds paid by SST (and interest thereon) shall be refunded to SST. In such case, refund shall occur within thirty (30) days of notification of the SST Terminating Event, in writing, from SST and the Plaintiff States' Representatives to the Escrow Agent. The refund to Mylan and/or SST shall be reduced by the pro-rata share of any Taxes and Tax Expenses (as those terms are defined below) paid or owed by the effected Account(s) through, as applicable, the date of the Terminating Event and/or the SST Terminating Event.

7. Investment of Escrow Funds. Escrow Agent shall, in accordance with Written Directions, invest the Escrow Funds in obligations of, or obligations guaranteed by, the United States of America or any of its departments or agencies, or in pre-refunded or escrowed municipal bonds which are federally insured, to obtain the highest available return on investment, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then current market rates. Escrow Agent shall bear all risks related to the investment of Escrow Funds. The Escrow Funds shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such Escrow Funds are fully distributed or upon further order(s) of the Court.

8. Preparation and Payment of Taxes. Escrow Agent shall establish and treat the Accounts as each being at all times a separate "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, and ensure that each Account is treated as a separate taxpayer. In addition, Escrow Agent and, as required, the parties hereto shall jointly and timely make such elections as necessary or advisable to carry out the provisions of the Settlements, including the "relation-back election" (as defined in Treas. Reg. §1.468B-1), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the responsibility of Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing(s) to occur. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to each Account (including without limitation the returns described in Treas. Reg. §1.468B-2 K and L). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by each Account shall be paid by the effected Account. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by an Account, including any taxes or tax detriments that may be imposed upon Mylan and/or SST with respect to any income earned by that Account for any period during which that Account does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described herein) ("Tax Expenses"), shall be paid out of effected Account. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlements and shall be timely paid by Escrow Agent out of the effected Account without prior order from the Court, and Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Plaintiff States any monies necessary to pay such amounts including the establishment for adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas.

Reg. §1.468B-2(1), (2)); Mylan and SST are not responsible and shall have no liability therefor or for any reporting requirements that may relate thereto. The parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph. Escrow Agent shall be responsible for and liable for any negligence in preparation and filing of Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such negligence).

9. Resignation and Removal of Escrow Agent. Escrow Agent may resign from the performance of its duties hereunder at any time by giving sixty (60) days prior written notice to the Plaintiff States' Representatives or may be removed, with or without cause, by the Plaintiff States' Representatives, by furnishing thirty (30) days prior written notice to Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the Plaintiff States' Representatives shall appoint a successor Escrow Agent hereunder, subject to the approval of Mylan and SST. Upon the acceptance in writing of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Final Escrow, but shall not be discharged from any liability for actions taken as Escrow Agent hereunder prior to such succession. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction by and payment to the retiring Escrow Agent (after written notice to Plaintiff States' Representatives) of all fees and expenses incurred by or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

10. Liability of Escrow Agent. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Final Escrow and the Settlements, and no implied duties or obligations shall be inferred or otherwise imposed upon or against the Escrow Agent, and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set out in this Final Escrow and the Settlements.

11. Fees and Expenses of Escrow Agent.

a. The Escrow Agent shall be compensated for its services hereunder in accordance with Exhibit C attached hereto, pursuant to the bid accepted by Liaison Counsel.

b. Escrow Agent is authorized to, and may disburse, to itself the amount of any compensation due and payable hereunder in accordance with Paragraph 4(b) above and this Paragraph. Such compensation may be directly disbursed by the Escrow Agent to itself on a monthly basis, thirty (30) days after giving written notice, consisting of an itemization of compensation earned, and copies of invoices, to the Plaintiff States' Representatives and Mylan.

12. Reports and Accounting. Escrow Agent will provide monthly reports to Plaintiff States' Representatives, and, if requested, to Mylan and SST, in a form that is acceptable to the Plaintiff States' Representatives, reflecting income and disbursement activity of the Escrow Funds for the period and year to date. The Escrow Agent shall further issue a final report and accounting which will summarize the income, expenses, and disbursements associated with the administration of the Escrow Funds and such other reports as the Plaintiff States' Representatives may reasonably require from time to time. Escrow Agent shall provide copies of the final report and accounting to Mylan and SST. Reports and the status of all accounts shall be accessible to the Plaintiff States' Representatives on-line. The Escrow Agent will provide the name of the

officer who will have principal responsibility of the management of the Escrow Funds and the Escrow Agent's relationship with the Office of the Ohio Attorney General.

13. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree that the District Court for the District of Columbia shall have the sole and exclusive jurisdiction over any such proceedings. Such Court shall have proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of such court and agree to accept service of process to vest personal jurisdiction over them in such Court.

14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered five (5) days after deposit in the United States mails, by certified mail with return receipt requested and postage prepaid, when delivered personally, one (1) day after delivery to any overnight courier, or when transmitted by facsimile transmission facilities, and addressed to the party to be notified as follows:

If to Plaintiff States at:	Doreen C. Johnson Chief, Antitrust Section Mitchell L. Gentile Principal Attorney Office of the Ohio Attorney General 140 East Town Street, 12 th Floor Columbus, Ohio 43215
	Meredyth Andrus Assistant Attorney General Office of the Attorney General of Maryland Antitrust Division 200 St. Paul Place, 19 th Floor Baltimore, Maryland 21202-2021
If to Mylan at:	James B. Weidner Clifford Chance Rogers & Wells LLP 200 Park Avenue New York, New York 10166-0153
If to SST at:	Sidney S. Rosdeitcher Paul, Weiss, Rifkind, Wharton & Garrison 1285 Avenue of the Americas New York, New York 10019-6064
If to Escrow Agent at:	Fifth Third Bank Frank Wojcik Vice President 21 East State Street Columbus, Ohio 43215

or to such other address as each party may designate for itself by like notice.

15. Rights to Account. Neither the Plaintiff States, their agencies or departments, nor any member of any *parens* or consumer class, shall have any rights or title to or interest in any portion of any Escrow Funds or Accounts except as provided by order of the Court.

16. Amendment or Waiver. This Final Escrow may be changed, waived, discharged or terminated only by a writing signed by Liaison Counsel for the Plaintiff States, Mylan, SST, and the Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver.

A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. Escrow Agent agrees to enter into an amendment of this Final Escrow with respect to the treatment, designation, and/or use of the Escrow Funds, including, without limitation, the tax treatment of the Escrow Funds, should such amendment be deemed warranted by Plaintiff States' Representatives, Mylan and SST.

17. Governing Law. This Final Escrow shall be construed and interpreted in accordance with the laws of the State of Ohio without giving effect to the conflict of laws principles thereof.

18. Entire Agreement. This Final Escrow and the Settlements constitute the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and set forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds.

19. Binding Effect. All of the terms of this Final Escrow, as may be amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

20. Execution in Counterparts. This Final Escrow may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement.

21. Dealings. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any party, person or entity referenced herein.

IN WITNESS WHEREOF, the parties hereto have caused this Final Escrow to be executed under seal as of the date first above written.

PLAINTIFF STATES

By: _____

Title: Director of Administration for Liaison Counsel

MYLAN PHARMACEUTICALS, INC.

By: _____

Counsel for Mylan Pharmaceuticals, Inc.

SST CORPORATION

By: _____

Counsel for SST Corporation

FIFTH THIRD BANK

By: _____

Title: Vice President _____

EXHIBIT B

**JOINT WRITTEN DIRECTION
EXAMPLE**

**STATE OF CONNETICUT ET AL V MYLAN PHARMACEUTICALS ET AL
ESCROW # _____**

In accord with the Final Escrow Agreement, dated _____, 2001 and the Settlement Agreements referenced in the Escrow Agreement, the Plaintiff States' Representatives direct _____ as the Escrow Agent to take the following action with respect to the Escrow Funds. The Escrow Agent shall:

DATED: _____, 2001

PLAINTIFF STATES

By: _____

By: _____

Plaintiffs' States' Representatives

Exhibit C

Schedule of Fees and Expenses

Out of Pocket Expenses:	<u>\$0 (Absorbed in the Administrative Fee)</u>
Annual Administration Fee:	<u>\$20,000</u>
Investment Fee:	
For Interest-Bearing or Money	
Market Account:	<u>3 basis points (.0003) times average annual Assets.</u>
For purchases of Treasury Securities:	<u>\$0</u>
Other:	<u>\$0</u>

Fifth Third Bank
21 East State Street
Columbus, Ohio 43215
Attention: Frank Wojcik
(614) 233-4413

Schedule of Fees and Expenses Exhibit C

